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8 ESTENSON LOGISTICS, LLC

9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA

11 SHARON POLE, individually, and on
12 behalf of other members of putative
13 class, and on behalf of aggrieved
employees pursuant to the Private
Attorney General Act ("PAGA"),

14 Plaintiff,

15 v.

16 ESTENSON LOGISTICS, LLC, a
17 Nevada Limited Liability Company;
and DOES 1 through 100, inclusive,

18 Defendants.
19

Case No. 2:15-cv-07196-DDP-E

ASSIGNED FOR ALL PURPOSES
TO HON. DEAN D. PREGERSON

**DEFENDANT ESTENSON
LOGISTICS, LLC'S NOTICE OF
NEWLY ACQUIRED FACTS
RELEVANT TO DEFENDANT'S
OPPOSITION TO PLAINTIFF'S
MOTION FOR CLASS
CERTIFICATION**

Date: June 27, 2016
Time: 10:00 a.m.
Courtroom: 3

1 Defendant Estenson Logistics, LLC (“Estenson”) hereby respectfully
2 gives notice to the Court of newly acquired facts relevant to the Plaintiff’s Motion for
3 Class Certification, and the hearing on said motion scheduled to be heard on Monday,
4 June 27, 2016. Specifically, Estenson respectfully gives the Court notice of the
5 following facts:

6 1. As of the date of filing of this Notice, forty-three putative class
7 members, including all thirty-four (34) putative class members who are current
8 employees and nine (9) former employees, have executed releases of all claims at
9 issue in this class action lawsuit pursuant to *Chindarah v. Pick Up Stix, Inc.*, 171 Cal.
10 App. 4th 796 (2009). These releases from the putative class members were obtained
11 in late May and early June of 2016. Only seventeen (17) former employee putative
12 class members, including Plaintiff Sharon Pole, have not executed binding settlement
13 agreements with Estenson.

14 2. Defendant maintains that the thirty-four current employees who
15 executed release agreements are now barred from pursuing claims for damages that
16 pre-date the date on which they signed the agreements, and that the nine former
17 employees who signed settlement agreements have waived their claims entirely and
18 are no longer members of the putative class. Defendant also maintains that Plaintiff
19 Pole cannot represent the claims of the individuals who have executed release
20 agreements. *See, e.g., Melong v. Micronesian Claims Commission*, 643 F.2d 10, 13
21 (D.C. Cir. 1980) (“proposed class members who have executed releases can not [sic]
22 be represented by individuals who have not executed a release”)

23 Defendant Estenson respectfully requests that the Court consider the fact
24 of these newly acquired lawful release agreements, entered into by forty-three putative
25 class members after the filing of Plaintiff’s Motion for Class Certification, as further
26 support for Defendant Estenson’s Opposition to Plaintiff’s Motion for Class
27 Certification.

1 Dated: June 22, 2016

2
3 /s/ Marlene S. Muraco
4 MARLENE S. MURACO
5 MARINA C. GRUBER
6 LITTLER MENDELSON, P.C.
7 Attorneys for Defendant
8 ESTENSON LOGISTICS, LLC
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DEF'S NOTICE OF NEW FACTS
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